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INDIA NON JUDICIAL

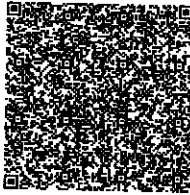
Government of National Capital Territory of Delhi

₹500

e-Stamp

Certificate No.	: IN-DL23079106800802Y
Certificate Issued Date	: 01-Jun-2026 03:33 PM
Account Reference	: IMPACC (IV)/ dl1122703/ DELHI/ DL-WSD
Unique Doc. Reference	: SUBIN-DL112270357768156331735Y
Purchased by	: MUFIN GREEN FINANCE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MUFIN GREEN FINANCE LIMITED
Second Party	: AXIS TRUSTEE SERVICES LIMITED
Stamp Duty Paid By	: MUFIN GREEN FINANCE LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)

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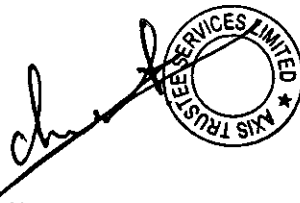


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This stamp paper forms an integral part of the debenture trustee agreement dated 03-06-2026 by and between Mufin Green Finance Limited and the Axis Trustee Services Limited.





For MUFIN GREEN FINANCE LIMITED

Authorized Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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MUFIN GREEN FINANCE LIMITED MUFIN GREEN FINANCE LIMITED MUFIN GREEN FINANCE LIMITED MUFIN GREEN FINANCE LIMITED MUFIN GREEN FINANCE LIMITED

DEBENTURE TRUSTEE APPOINTMENT AGREEMENT

This debenture trustee appointment agreement ("**Agreement**") is made on June 3, 2026, at New Delhi, India between:

MUFIN GREEN FINANCE LIMITED, a company incorporated in India under the Companies Act, 2013 having its corporate identification number ("**CIN**") as L65990DL2016PLC447681 with its registered office and corporate office at 202, 2nd Floor, Best Sky Tower, Netaji Subhash Place, Shakurbasti Rs, North West Delhi, Delhi, India, 110034 (hereinafter called the "**Company**" which expression shall include its successors and permitted assigns wherever the context or meaning shall so require or permit) of **ONE PART**;

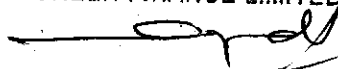
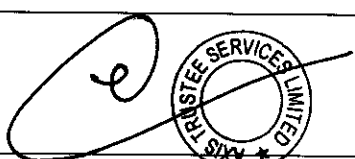

AND

AXIS TRUSTEE SERVICES LIMITED, a validly existing company under Company Act, 2013 with CIN U74999MH2008PLC182264 and with its registered office at Axis House, P B Marg, Worli, Mumbai, Maharashtra, India, 400025 and corporate office at The Ruby, 2nd Floor, SW, 29 Senapati Bapat Marg, Dadar West, Mumbai – 400028 and amongst others, acting through its branch at 2nd Floor, Plot No. 25, Pusa Road, Karol Bagh, New Delhi-110005, India ,(hereinafter called the "**Debenture Trustee**" which expression shall include its successors and assigns wherever the context or meaning shall so require or permit) of the **OTHER PART**.

The Company and the Debenture Trustee are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**".

BACKGROUND:

- A. The Company proposes to issue up to 1,00,000 (one lakh) senior, secured, rated, listed, redeemable, non-convertible debentures of face value of INR 10,000 (Indian Rupees Ten Thousand) each, for an aggregate value of INR 100,00,00,000 (Indian Rupees One Hundred Crore) ("**Debentures**") at par, in dematerialized form on private placement basis to certain identified investors.
- B. The Company has, *vide* the resolution of the management committee of the board of directors under Section 179 of the Act (as defined below) passed at its meetings held on June 2, 2026, and the resolution of the shareholders of the Company under Section 180 of the Act at their meeting held on September 29, 2025, authorised the issuance of the Debentures. Accordingly, the Company pursuant to aforesaid resolutions proposes to allot the Debentures for cash on private placement basis in terms of the Disclosure Documents (as defined below) and the other Transaction Documents (as defined below).
- C. Pursuant to the Act, SEBI (Issue and Listing of Non-Convertible Securities) Regulations, 2021, as amended, varied, replaced or modified from time to time ("**SEBI NCS Regulations**") and the SEBI (Debenture Trustees) Regulations, 1993 as amended, varied, replaced or modified from time to time ("**SEBI Debenture Trustees Regulations**"), the Company is required to appoint a debenture trustee for the benefit of the holders of the Debentures. The Debenture Trustee is registered with the SEBI as a debenture trustee under the SEBI Debenture Trustees Regulations. Accordingly, the Company has approached Axis Trustee

<p>For MUFIN GREEN FINANCE LIMITED</p>  <p>Authorised Signatory COMPANY</p>	  <p>DEBENTURE TRUSTEE</p>
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Services Limited to act as the Debenture Trustee for the Debenture Holders (as defined below) and Axis Trustee Services Limited has consented to act as debenture trustee for the benefit of the Debenture Holders of the proposed issue of the Debentures vide their consent letter dated May 27, 2026, subject to the disclosure of the information sought by the Debenture Trustee from the Company and completion of diligence of all relevant information to the satisfaction of the Debenture Trustee.

- D. Accordingly, the Company and the Debenture Trustee have agreed to execute this Agreement being these presents on the terms and conditions agreed upon and hereinafter set out.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

The following capitalized terms shall have the meaning as provided hereunder and capitalized terms not defined herein shall have meaning ascribed to them under the Debenture Trust Deed:

“Act” means the Companies Act 2013 and includes any rules, circulars, notifications and orders framed/ issued thereunder and any statutory modifications, re-enactments or amendments thereof or of such rules, circulars, notifications, orders, as issued from time to time.

“Applicable Law(s)” means any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law or approval, order or judgment of any authority, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing by, any Governmental Authority having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or at any time thereafter.

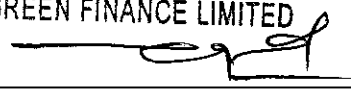
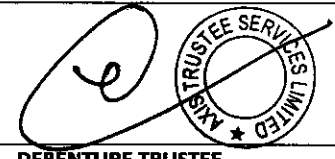
“Debentures” shall have the meaning ascribed to such term in Recital A hereto.

“Debenture Holders” means the persons who are, for the time being and from time to time, the owners of the Debentures in electronic (dematerialized) form, and whose names appear in the list of beneficial owner(s)/register of beneficial owners(s) prepared, held and given by the Depository.

“Debenture Trust Deed” shall have the meaning ascribed to such term in Clause 2 of this Agreement.

“Disclosure Documents” collectively means the General Information Document and the Key Information Document, and individually any of them, as the context may require or permit.

“General Information Document” means the general information document dated September 2, 2026.

<p>For MUFIN GREEN FINANCE LIMITED</p>  <p>COMPANY Authorised Signatory</p>	 <p>DEBENTURE TRUSTEE</p>
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"Key Information Document" means the key information document issued by the Company for Debentures on a private placement basis in accordance with Applicable Laws.

"Relevant Laws" shall have the meaning ascribed to such term in Clause 5 of this Agreement.

"SEBI" means the Securities and Exchange Board of India.

"SEBI Debenture Trustee Master Circular" means the SEBI master circular bearing reference no. SEBI/HO/DDHS-PoD-1/P/CIR/2025/117 dated August 13, 2025, as may be amended, modified, supplemented and replaced, from time to time.

"SEBI Debenture Trustee Regulations" shall have the meaning ascribed to such term in Recital C hereto.

"SEBI LODR Regulations" shall have the meaning ascribed to such term in Clause 5 hereto.

"SEBI NCS Master Circular" shall mean the SEBI master circular bearing reference no. SEBI/HO/DDHS/DDHS-PoD/P/CIR/2025/000000137 dated October 15, 2025, as may be amended, modified, supplemented and replaced, from time to time.

"SEBI NCS Regulations" shall have the meaning ascribed to such term in Recital C hereto.




"Stock Exchange" means BSE.

"Transaction Documents" shall have the meaning set out under the Debenture Trust Deed.

1.2. INTERPRETATION

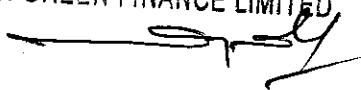
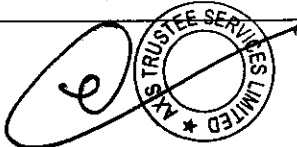
Clause 1.2 (*Interpretation*) of the Debenture Trust Deed is deemed to be incorporated in this Agreement *mutatis mutandis* as if expressly set out herein.

2. That the Company hereby appoints Axis Trustee Services Limited as the Debenture Trustee for the Debenture Holders holding Debentures to be issued by the Company and Axis Trustee Services Limited hereby agrees to act as Debenture Trustee for the Debenture Holders, subject to the completion of due diligence of all relevant information pertaining to the Company, to the satisfaction of the Debenture Trustee (to the extent applicable). The Debenture Trustee and the Company shall also enter into a debenture trust deed (hereinafter referred to as the **"Debenture Trust Deed"**) and such other documents as may be required from time to time in relation to the Debentures. The Debenture Trustee agrees to act as Debenture Trustee on behalf of and for the benefit of the Debenture Holders and for the purposes related thereto, strictly in accordance with the provisions of the Transaction Documents, Applicable Law, and as more particularly provided in the Debenture Trust Deed.
3. The Debenture Trust Deed shall be finalized by the parties and consist of two parts: Part A containing statutory/standard information pertaining to the debt issue *inter alia* consisting of clauses pertaining to Form SH-12 in terms of Rule 18(5) of the Companies (Share Capital and Debentures) Rules, 2014; and Part B containing details specific to the issue of Debentures.
4. The Debenture Trustee shall disclose the nature of compensation arrangement entered with

<p>For MUFIN GREEN FINANCE LIMITED</p>  <p>Authorized Signatory COMPANY</p>	  <p>DEBENTURE TRUSTEE</p>
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the Company on its website, including the minimum fee to be charged (in absolute terms or as a percentage of the issue size) and factors determining the same and display on its website the interest / redemption due to the Debenture Holders along with the status of payment made by the Company in accordance with the SEBI Debenture Trustee Master Circular.

5. The Company undertakes to and shall comply with the provisions of SEBI Debenture Trustee Regulations, SEBI Debenture Trustee Master Circular, SEBI NCS Regulations, the SEBI NCS Master Circular, the debt listing agreement, SEBI (Listing Obligations and Disclosure Requirements) Regulations 2015 (as amended and replaced from time to time) ("**SEBI LODR Regulations**"), the Act, the rules, regulations and circulars framed or issued thereunder and other applicable provisions under applicable laws, regulations and guidelines (including guidelines of other regulatory authorities in respect of allotment of debentures) ("**Relevant Laws**") in connection with the issuance, allotment, listing and ensuring continued compliance with the terms, conditions and law relating to the Debentures until the redemption in full of the Debentures.
6. The Company shall pay to the Debenture Trustee so long as it holds the office of the Debenture Trustee, remuneration as set out in the letter dated May 25, 2026 bearing reference number ATSL/CO/26-27/0179 ("**Fee Letter**") for its services as Debenture Trustee in addition to all pre-agreed legal, traveling and other costs, charges and expenses which the Debenture Trustee or their officers, employees or agents may incur in relation to execution of the Debenture Trust Deed and all other documents executed/to be executed in relation to the Debentures and any other pre-agreed expenses with respect to notices and letters to be issued to Debenture Holders, and additional professional fees/expenses that would be incurred in case of default. The Company will pay interest on the arrears and/or delayed payments at the rate as applicable under the Micro, Small and Medium Enterprises Development Act, 2006, as amended from time to time, until the actual date of payment.
7. The Company shall, pay on demand, all actual costs and expenses (including legal fees) incurred by the Debenture Trustee in connection with the preparation, negotiation of or entry into this Agreement and/or any amendment of, supplement to or waiver in respect of this Agreement and against submission of the requisite supporting documents. Apart from the Debenture Trustee fees, the Company shall, from time to time, make payment to/ reimburse the Debenture Trustee in respect of all expenses and out-of-pocket costs incurred by the Debenture Trustee as per the terms of the letter dated May 25, 2026 and fees and expenses of counsel appointed by the Debenture Trustee incurred in connection with the preparation and execution of the Transaction Documents or any related documentation requested by the Debenture Holders/Trustee. The Company shall promptly pay, and in any event before any interest or penalty becomes payable, any stamp, documentary, registration or similar tax payable in connection with the entry into, registration, performance, enforcement or admissibility in evidence of this Agreement or any such other documents executed in connection to this transaction and/or any such amendment, supplement or waiver. Notwithstanding anything contained above, any and all cost and expense incurred for due diligence process shall be borne by the Debenture Trustee.
8. This Agreement shall be effective on and from the date first hereinabove written and shall be in force till the Final Settlement Date or until the appointment of the Debenture Trustee is terminated in accordance with the Debenture Trust Deed.

<p>For MUFIN GREEN FINANCE LIMITED</p> 	
<p>Authorized Signatory</p>	<p>DEBENTURE TRUSTEE</p>

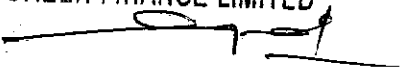

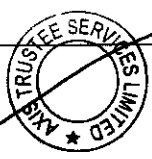
9. NOTICE OF EXERCISE OF TRUST POWERS

Pursuant to the appointment of the Debenture Trustee, the Debenture Trustee agrees and is authorised to take whatever action as shall be required to be taken by the Trustee in accordance with the Transaction Documents, and subject to the terms and provisions of this Deed and any other Transaction Documents, to exercise its rights and perform its duties and obligations under each of the Transaction Documents.


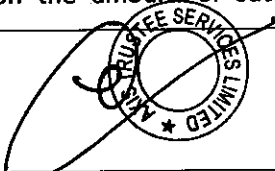
PROVIDED THAT before initiating any action or exercising any right or performing any duty under this Agreement or any Transaction Documents, the Debenture Trustee shall take the consent of the requisite majority of the Debenture Holder(s) as may be specified under the Debenture Trust Deed and Applicable Law.

10. TERMS OF CARRYING OUT DUE DILIGENCE:

- 10.1 The Debenture Trustee shall either through itself or its agents /advisors/consultants carry out due diligence on initial and on continuous basis to ensure compliance by the Company, with the provisions of the Act, SEBI LODR Regulations, SEBI NCS Regulations, Debenture Trustee Regulations, as amended from time to time, the listing agreement, this Agreement, or any other regulations issued by SEBI pertaining to debt issuance and any other Applicable Law.
- 10.2 Without prejudice to the aforesaid, the Company shall ensure that it provides and procures all information, documents, reports, representations, confirmations and disclosures as may be required by the Debenture Trustee to carry out the requisite diligence in connection with the issuance of the Debentures, in accordance with the Relevant Laws.
- 10.3 The Debenture Trustee shall have the power to independently appoint intermediaries, chartered accountant firms, practicing company secretaries, valuers, consultants, lawyers and other entities in accordance with the Relevant Laws in order to assist in conducting the diligence by the Debenture Trustee in connection with the issuance of the Debentures. All the reasonable costs, charges, fees and expenses that are associated with and incurred in relation to the diligence as well as preparation of the reports/certificates/documentation, inspection costs, shall be solely paid by the Debenture Trustee.
- 10.4 The Company undertakes to promptly furnish all, and any information as may be required or requested by the Debenture Trustee from time to time, in accordance with the Relevant Laws including without limitation the following documents, as may be applicable:
- (a) Disclosure Documents;
 - (b) The necessary corporate authorisations by way of board resolution, committee resolution, and/or shareholder resolution necessary for the issue, allotment of the Debentures and the creation of Security;
 - (c) Agreement with the RTA;
 - (d) Letters from the Credit Rating Agency about the Credit Rating and the Company Rating;

<p>For MUFIN GREEN FINANCE LIMITED</p>  <p>Authorised Signatory COMPANY</p>	  <p>DEBENTURE TRUSTEE</p>
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- (e) Depository details;
- (f) Consent of RTA;
- (g) Latest annual report of the Company;
- (h) Listing application along with the required details / annexures submitted to the Stock Exchange;
- (i) Proof of credit of the Debentures in favour of the Debenture Holders/dispatch of Debenture certificates to the Debenture Holder;
- (j) Bank account details of the Company along with copy of pre-authorisation letter issued by Company to the banker in relation to the payment of redemption amount and interest amount in the format as set out in the Debenture Trust Deed;
- (k) Executed copy of this Agreement;
- (l) Debenture Trust Deed;
- (m) Approval for listing of the Debentures and trading permission from the Stock Exchange;
- (n) Security Documents;
- (o) Certificate of registration issued by the registrar of companies in relation to the charge created to secure the Debentures;
- (p) Confirmation/proofs of payment of the Outstanding Amounts made to the Debenture Holders on due dates as per the terms of the Debenture Trust Deed and applicable rules and regulations as may be issued by SEBI including Relevant Laws;
- (q) Statutory auditor's certificate for utilization of funds/issue proceeds;
- (r) Beneficiary position reports as provided by the RTA;
- (s) Statutory auditor certificate, on a half yearly basis on maintenance of Security Cover, and compliance with the covenants of in respect of the Debentures;
- (t) Statutory auditor certificate on a quarterly basis on maintenance of Security Cover, certifying the book value of the Hypothecated Assets.
- (u) Information, reports and documents to ensure and enable the Debenture Trustee to carry out the necessary due diligence and monitor the implementation of the conditions regarding the DRR;
- (v) Details of the Recovery Expense Fund to be created by the Company in the manner as may be specified by the SEBI from time to time along with duly acknowledged letter / confirmation from the Stock Exchange on the amount of such fund

<p>For MUFIN GREEN FINANCE LIMITED</p>  <p>Authorized Signatory</p>	 <p>DEBENTURE TRUSTEE</p>
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maintained and the mode of maintenance;


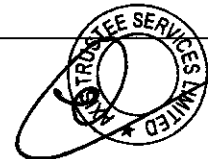
- (w) Periodical reports / information on quarterly/ half yearly / annual basis as required to be submitted to the Stock Exchange under the Relevant Laws;
- (x) Statement containing particulars of dates and parties of all material contracts and agreements, as on the date of the General Information Document;
- (y) Copies of the Security Documents, along with a confirmation from the Company that the same are valid as on the date of the confirmation and that there are no further amendments or revisions to the Security Documents;
- (z) Valuation report in respect of the Hypothecated Assets, if required;
- (aa) Any other third-party consents required for creation of Security; and
- (bb) Such other documents as may be reasonably required, from time to time, by the Debenture Trustee including for the purposes of creation of Security and perfection of Security.

11. CONFIRMATIONS AND DECLARATIONS

- 11.1 The Company agrees and undertakes to comply with the provisions of SEBI Debenture Trustee Regulations, the SEBI NCS Regulations, SEBI LODR Regulations, the Master Circular for compliance with the provisions of the Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015 by listed entities dated July 11, 2023 (last updated on January 30, 2026) bearing reference number HO/49/14/14(7)2025-CFD-POD2/1/3762/2026 issued by SEBI, as amended and updated from time to time, and the listing agreement pursuant thereto to be executed with Stock Exchange, the Act and guidelines of other regulatory authorities as may be applicable from time to time in respect of issuance and allotment of Debentures till redemption and agrees to furnish to the Debenture Trustee such information in terms of the same on regular basis and as may be requested by the Debenture Trustee.
- 11.2 The Company hereby declares and confirms that the Company or the person(s) in control of the Company, or its promoter(s) have not been restrained or prohibited or debarred by SEBI from accessing the securities market or dealing in securities.
- 11.3 All covenants of the Issue (including any side letter, accelerated payment clause, fees charged by the debenture trustee, etc.) are contained only in the General Information Document, the Key Information Document and the Debenture Trust Deed.

12. INFORMATION ACCURACY AND STORAGE


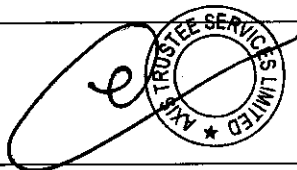
- 12.1 The Company declares that the information and data furnished by the Company to the Debenture Trustee is true and correct and that the Debenture Trustee may in good faith rely upon the same and shall not be liable for acting or refraining from acting upon such information or data furnished to it under this Agreement.

<p>For MUFIN GREEN FINANCE LIMITED</p>  <p>Authorised Signatory</p>	 <p>DEBENTURE TRUSTEE</p>
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- 12.2 The Company shall ensure that the requisite disclosures to be made by the Company in the Disclosure Documents shall be true and correct.
- 12.3 The Company shall ensure that all the disclosures required to be made by the Company in the Disclosure Documents shall be in accordance with the Relevant Laws and the Debenture Trust Deed.
- 12.4 The Company hereby agrees that the Debenture Trustee shall have an unqualified right to disclose to the Debenture Holders (in accordance with the Applicable Law(s) information including the credit history and the conduct of the account(s) of the Company as well as all details in relation to the assets of the Company and all third party security providers, guarantors and other undertaking providers, as may be applicable, in such manner and through such medium as the Debenture Trustee in its absolute discretion may think fit. The Company agrees that such disclosure shall not be considered to be breach of confidentiality on the part of the Debenture Trustee.

13. OTHER TERMS AND CONDITIONS

- 13.1 The Debenture Trustee, *ipso facto* does not have the obligations of a borrower or a principal debtor or a guarantor as to the monies paid/invested by investors for the Debentures.
- 13.2 The Company hereby declares and confirms that the Hypothecated Assets are free from encumbrances.
- 13.3 The Company shall create the Security over the Hypothecated Assets prior to the Deemed Date of Allotment and perfect the Security Interest over the Hypothecated Assets within 30 (thirty) days from the date of execution of the Deed of Hypothecation and more particularly in the manner set out under the Debenture Trust Deed.
- 13.4 The Company confirms that the necessary documents including the Debenture Trust Deed would be executed within the time frame prescribed in Applicable Law, and the same would be uploaded on the website of the Designated Stock Exchange.
- 13.5 The Company shall on or prior to the date of execution of Debenture Trust Deed, provide to the Debenture Trustee, the bank account details from which the Company proposes to make the payment of redemption amount and interest amount due to the Debenture Holder. Further, the Company hereby undertakes that it shall pre-authorize the Debenture Trustee to seek the redemption amount payment and interest amount payment related information from such bank.
- 13.6 The Debenture Trustee is permitted to request, and the Company shall be obliged to provide all the information, documents, reports and other details as may be required under the Relevant Laws or as may be required by the Debenture Trustee to perform its obligations under the Transaction Documents and in accordance with the Applicable Laws.
- 13.7 The Company is permitted to request, and the Debenture Trustee shall be obliged to provide all the information, documents, reports and other details as may be required under the Relevant Laws or as may be required by the Company to perform its obligations under the

<p>For MUFIN GREEN FINANCE LIMITED</p>  <p style="text-align: center;">Authorized Signatory</p>	 <p style="text-align: center;">DEBENTURE TRUSTEE</p>
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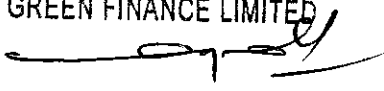
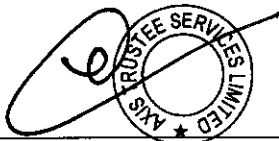
Transaction Documents and in accordance with the Applicable Laws.

- 13.8 The Company confirms that all necessary disclosures will be made in the Key Information Document, including but not limited to statutory and other regulatory disclosures.
- 13.9 The Company shall complete all necessary formalities including all filings with the relevant regulatory authorities, including but not limited to the jurisdictional registrar of companies, the SEBI and the Stock Exchange and obtain all consents and approvals required for the completion of the Issue and filing of covenant on distributed ledger technology platform as provided under the SEBI Debenture Trustee Master Circular within applicable time limits.
- 13.10 The Company confirms that it has no conflict of interest with the Debenture Trustee for its appointment as the debenture trustee for the Issue. Similarly, the Debenture Trustee also confirms that it has no conflict of interest with the Company.
- 13.11 The Company further agrees, undertakes, confirms that:
- (a) all covenants proposed to be included in Debenture Trust Deed (including any events of default, fees charged by the Debenture Trustee, etc.) shall be disclosed in Disclosure Documents;
 - (b) the purpose of the Debentures is not for providing loan to or acquisitions of shares of any person who is a part of the same group or who is under the same management as the Company;
 - (c) the Company is duly authorised to enter into this Agreement and each of the other Transaction Documents pertaining to the issue of the Debentures. The Company is validly existing and in good standing under the laws of India and each of the obligations contained herein shall be legal, valid and binding obligation enforceable against the Company; and
 - (d) as on the date of this Agreement, and the date of filing the Disclosure Documents, it is an 'eligible issuer' in accordance with Regulation 5(1) of the SEBI NCS Regulations.

14. INDEMNITY

14.1 Without prejudice to the other rights of the Parties under this Agreement or applicable laws, the Company shall indemnify and agree to hold the Debenture Trustee, and any of its respective directors, officers, employees, attorneys, associates, affiliates, experts or agents (each an "Indemnified Party") indemnified to the fullest extent permitted by applicable laws, from and against any and all losses, liabilities, claims, damages, actions, proceedings, penalties, judgments, taxes and expenses, any deficiency in stamp duty, incurred or suffered by the Indemnified Party arising in connection with or as a result of:

- (a) Any representations or warranties of Indemnifying Party being or becoming materially incorrect, or any undertakings or covenants as contained in this Agreement being breached by the Company;
- (b) Any incorrect or inaccurate or misleading information disclosed by the Company

For MUFIN GREEN FINANCE LIMITED  Authorized Signatory COMPANY	 DEBENTURE TRUSTEE
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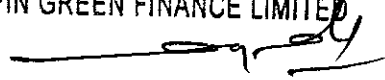
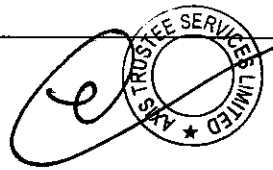
pursuant to this Agreement; and

(c) Any non-compliance, with the provisions of this Agreement.

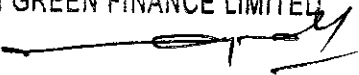
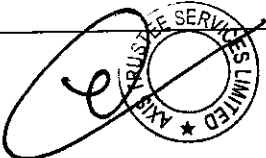
- 14.2 The indemnification rights of the Indemnified Party under this Agreement are independent of, and in addition to, such other rights and remedies as the Indemnified Party may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby. This Clause 14 (*Indemnity*) shall survive the termination of this Agreement.
- 14.3 Notwithstanding anything to the contrary contained in this Agreement or any other Transaction Document, the Company shall not be liable for remote loss or damage, or liability whether in contract, tort (including negligence), breach of a statutory duty or otherwise to the Indemnified Party, for any: (a) loss of anticipated profits; (b) loss of business; (c) loss of anticipated savings; (d) loss of business opportunity; (e) loss of reputation, depletion of brand value, loss of goodwill or like loss; or (f) indirect, special and consequential losses.
- 14.4 The Company hereby agrees and undertakes that all stamp duty and other expenses pertaining to the issue of the Debentures and execution of the Transaction Documents including the instrument of Debentures shall be solely borne by the Company.
- 14.5 Subject to the Relevant Laws, no change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Parties hereto.
- 14.6 This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of the signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.
- 14.7 This Agreement shall be effective on and from the date first hereinabove written and shall be in force till the monies in respect of the Debentures have been fully redeemed and paid off.

15. GOVERNING LAW AND JURISDICTION

- 15.1 This Agreement shall be governed by and shall be construed in accordance with the laws of India.
- 15.2 Notwithstanding anything contained in Clause 15.6 below, the Parties agree that the courts and tribunals in New Delhi, India shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with this Agreement may be brought in such courts or the tribunals and the Company irrevocably submits to and accepts for itself and in respect of its properties, generally and unconditionally, the jurisdiction of those courts or tribunals.

For MUFIN GREEN FINANCE LIMITED 	
Authorised Signatory COMPANY	DEBENTURE TRUSTEE

- 15.3 The Company irrevocably waives any objection now or in future, to the laying of the venue of any Proceedings in the courts and tribunals at New Delhi, India and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agree that a judgment in any Proceedings brought in the courts and tribunals at New Delhi, India shall be conclusive and binding upon them and may be enforced in the courts of any other jurisdiction, (subject to the laws of such jurisdiction) by a suit upon such judgment, a certified copy of which shall be conclusive evidence of such judgment, or in any other manner provided by Applicable Law.
- 15.4 Nothing contained in this Clause 15, shall limit any right of the Debenture Trustee and/ or the Debenture Holders to take proceedings in any other court or tribunal of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not and the Company irrevocably submit to and accepts for themselves and in respect of their respective properties, generally and unconditionally, the jurisdiction of such court or tribunal, and the Company irrevocably waives any objection it may have now or in the future to the laying of the venue of any proceedings and any claim that any such proceedings have been brought in an inconvenient forum.
- 15.5 The Company hereby consents generally in respect of any proceedings arising out of or in connection with this Agreement to the giving of any relief or the issue of any process in connection with such proceedings including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such proceedings.
- 15.6 To the extent that the Company may in any jurisdiction claim for themselves or their assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to themselves or their assets such immunity (whether or not claimed), the Company hereby irrevocably agrees not to claim and hereby irrevocably waive such immunity.
- 15.7 Without prejudice to sub-clauses 15.2 to 15.6 above, all claims, differences or disputes between the Debenture Trustee and the Company (acting for itself and in its individual capacity), arising out of or in relation to the activities of the Debenture Trustee in the securities market (acting for itself and in its individual capacity) shall be submitted to a resolution mechanism that includes mediation and/or conciliation and/or arbitration, in accordance with the procedure specified by the SEBI pursuant to the SEBI (Alternative Dispute Resolution Mechanism) (Amendment) Regulations, 2023 read with SEBI master circular for online resolution of disputes in the Indian securities market dated December 28, 2023 (as updated from time to time) bearing reference no. SEBI/HO/OIAE/OIAE_IAD-3/P/CIR/2023/195 and guidance issued by the stock exchanges and depositories from time to time. Provided that this sub- clause shall not apply to any rights of the Debenture Trustee which are to be exercised through the Debenture Trustee.

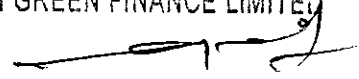
<p>For MUFIN GREEN FINANCE LIMITED</p>  <p>Authorised Signatory COMPANY</p>	 <p>DEBENTURE TRUSTEE</p>
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SIGNATURE PAGE

IN WITNESS WHEREOF the Company and the Debenture Trustee have caused this debenture trustee appointment agreement to be executed by their respective authorised officers on the date first mentioned hereinabove

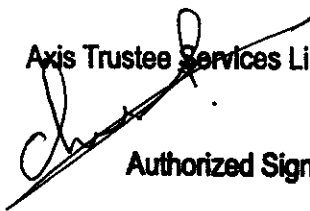
SIGNED AND DELIVERED BY)
MUFIN GREEN FINANCE LIMITED the within)
named **Company**)
by its duly authorised officer)
)
)

For MUFIN GREEN FINANCE LIMITED



Authorised Signatory

SIGNED AND DELIVERED BY)
AXIS TRUSTEE SERVICES LIMITED the within)
named Debenture Trustee)
by its duly authorised officer)
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Axis Trustee Services Limited
Authorized Signatory